

11 Pinecreek Court  
GREENVILLE CO. S. C.  
FILED  
JUL 17 10 43 AM '69  
OLLIE FARNSWORTH  
R.M.C.

Lot 322, Sheet 21  
VOL 872 PAGE 51

State of South Carolina,  
County of Greenville.

No Documentary Stamps  
Required. See Affidavit  
Book 23, Page 1

RIGHT OF WAY

ck. ordered

1. KNOW ALL MEN BY THESE PRESENTS: That Meek M. Winkle  
and Louise C. Winkle, grantor(s),

in consideration of \$175.00 paid by Gantt Water and Sewer District, the same  
organized and existing pursuant to the laws of the State of South Carolina, hereinafter called the Grantee, re-  
ceipt of which is hereby acknowledged, do hereby grant and convey unto the said grantee a right of way in  
and over my (our) tract(s) of land situate in the above State and County ~~and deed to which is recorded in the~~

~~office of the R.M.C. of said State and County in Book 608 at Page 301 and Book~~  
~~at Page~~, said lands being bounded by the lands of

and encroaching on my (our) land a distance of 150 feet, more or less, and being that portion of  
my (our) said right of way being 25 feet in width during the time of construction and 10 feet in width there-  
after, center line of same has been marked out on the ground, and being shown on a print on file in the offices  
of Gantt Water and Sewer District.

The Grantor(s) herein by these presents warrants that there are no liens, mortgages, or other encumbrances  
to a clear title to these lands, except as follows: mtg. to The Equitable Life Assurance  
Society of the United States  
which is recorded in the office of the R.M.C. of the above said State and County in Mortgage Book 774  
at Page 421 and that he (she) is legally qualified and entitled to grant a right of way with re-  
spect to the lands described herein.

The expression or designation "Grantor" wherever used herein shall be understood to include the Mort-  
gagee, if any there be.

2. The right of way is to and does convey to the grantee, its successors and assigns the following: The  
right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the  
limits of same, pipe lines, manholes, and any other adjuncts deemed by the grantee to be necessary for the pur-  
pose of conveying sanitary sewage and industrial wastes, and to make such relocations, changes, renewals,  
substitutions, replacements and additions of or to the same from time to time as said grantee may deem de-  
sirable; the right at all times to cut away and keep clear of said pipe lines any and all vegetation that might,  
in the opinion of the grantee, endanger or injure the pipe lines or their appurtenances, or interfere with their  
proper operation or maintenance; the right of ingress to and egress from said strip of land across the land re-  
ferred to above for the purpose of exercising the rights herein granted; provided that the failure of the grantee  
to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right  
thereafter at any time and from time to time exercise any or all of same. No building shall be erected over said  
sewer pipe line nor so close thereto as to impose any load thereon.

3. It Is Agreed: That the grantor(s) may plant crops, maintain fences and use this strip of land, provided:  
That crops shall not be planted over any sewer pipes where the tops of the pipes are less than eighteen (18)  
inches under the surface of the ground; that the use of said strip of land by the grantor shall not, in the opinion  
of the grantee, interfere or conflict with the use of said strip of land by the grantee for the purposes herein  
mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the grantee,  
injure, endanger or render inaccessible the sewer pipe line or their appurtenances.

4. It Is Further Agreed: That in the event a building or other structure should be erected contiguous to  
said sewer pipe line, no claim for damages shall be made by the grantor, his heirs or assigns, on account of  
any damage that might occur to such structure, building or contents thereof due to the operation or main-  
tenance, or negligences of operation or maintenance, of said pipe lines or their appurtenances, or any accident  
or mishap that might occur therein or thereto.

5. All other or special terms and conditions of this right of way are as follows:

6. The payment and privileges above specified are hereby accepted in full settlement of all claims and  
damages of whatever nature for said right of way.

7. The grantor(s) have granted, bargained, sold and released and by these presents do grant, bargain,  
sell and release unto the grantee(s), their successors and assigns forever the property described herein and  
the grantor(s) further do hereby bind their heirs, successors, executors and administrators to warrant and de-  
fend all and singular said premises to the grantee, the grantee's successors or assigns, against every person  
whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the hand and seal of the Grantor(s) herein and of the Mortgagee, if any, has here-  
unto set this 27 day of August, 1965

Signed, sealed and delivered in the presence of:  
J. Mack Woods  
W.B. Woods  
As to the Grantor(s)

Meek M. Winkle (Seal)  
Louise C. Winkle (Seal)

\_\_\_\_\_  
As to the Mortgagee